

18238-B

SEP 27 1993 - 1 10 PM
INTERSTATE COMMERCE COMMISSION

ELIAS C. ALVORD (1942)
ELLSWORTH C. ALVORD (1964)

ALVORD AND ALVORD
ATTORNEYS AT LAW
918 SIXTEENTH STREET, N.W.
SUITE 200
WASHINGTON, D.C.
20006-2973
(202) 393-2266
FAX (202) 393-2156

18238-C

SEP 27 1993 - 1 10 PM
INTERSTATE COMMERCE COMMISSION

OF COUNSEL
URBAN A. LESTER

3-270A078

September 27, 1993

Mr. Sidney L. Strickland, Jr.
Secretary
Interstate Commerce Commission
Washington, D.C. 20423

18238-B

RECEIVED
OFFICE OF THE
SECRETARY
SEP 27 1 05 PM '93
LICENSING BRANCH

Dear Mr. Strickland:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11303(a) are two duly executed copies of a Bill of Sale and an Assignment and Assumption Agreement, both dated as of September 27, 1993, both secondary documents as defined in the Commission's Rules for the Recordation of Documents under 49 C.F.R. Section 1177.

The enclosed documents relate to the Security Agreement-Trust Deed, dated as of May 20, 1993, as amended, which was duly filed with the Commission under Recordation Number 18238.

The names and addresses of the parties to the enclosed documents are:

Bill of Sale

Seller: ACF Industries, Incorporated
3301 Rider Trail South
Earth City Missouri 63045

Assignment and Assumption Agreement

Seller: ACF Industries, Incorporated
3301 Rider Trail South
Earth City Missouri 63045

Buyer: American Car Line II Company
3301 Rider Trail South
Earth City Missouri 63045

John S.
County Clerk

Mr. Sidney L. Strickland, Jr.
September 27, 1993
Page 2

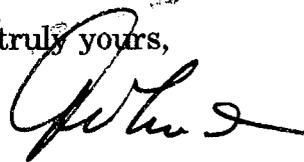
A description of the railroad equipment covered by the enclosed document
is:

203 special purpose covered hopper and tank railcars as identified on
Schedule 1 to the Bill of Sale.

Also enclosed is a check in the amount of \$32.00 payable to the order of the
Interstate Commerce Commission covering the required recordation fee.

Kindly return one stamped copy of each of the enclosed documents to the
undersigned.

Very truly yours,



Robert W. Alvord

RWA/bg
Enclosures

Interstate Commerce Commission
Washington, D.C. 20423

9/27/93

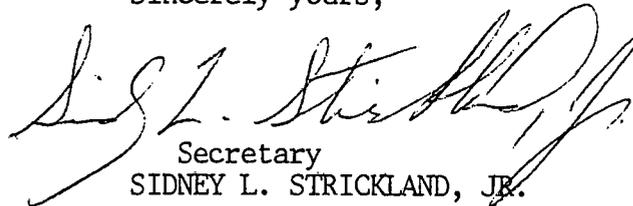
OFFICE OF THE SECRETARY

Robert W. Alvord
Alvord And Alvord
918 Sixteenth Street, NW
Ste. 200
Washington, DC. 20006-2973

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions
of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303,
on 9/27/93 at 1:10PM, and assigned
recording number(s). 18238-B and 18238-C.

Sincerely yours,



Secretary
SIDNEY L. STRICKLAND, JR.

Enclosure(s)

214

18238c
SEP 27 1993-1 10 PM
STATE COMMERCE COMMISSION
092393/24950/1780/EXH02RMF.A&A/K:

ASSIGNMENT AND ASSUMPTION AGREEMENT, dated as of September 27, 1993, between ACF INDUSTRIES, INCORPORATED, a New Jersey corporation (the "Seller"), and AMERICAN CAR LINE II COMPANY, a Delaware corporation (the "Buyer"). Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to them in the Asset Purchase Agreement (as defined below).

WHEREAS: the Buyer and the Seller have entered into an Asset Purchase Agreement, dated as of August 10, 1993 (the "Asset Purchase Agreement"), in connection with the sale of, among other things, 203 special purpose covered hopper and tank railcars described on Schedule 1 (the "Equipment"), subject to the Leases (as defined below), from the Seller to the Buyer for consideration in the amount and on the terms and conditions provided in the Asset Purchase Agreement; and

WHEREAS: the parties now desire to carry out the intent and purpose of the Asset Purchase Agreement by, among other things, the parties' execution and delivery of this instrument evidencing the assignment by the Seller of all of its rights, title and interest in and to the Leases (as defined below) to the extent they relate to the Equipment to the Buyer and the assumption by the Buyer of all of the Seller's obligations under the Leases.

NOW, THEREFORE, in consideration of the premises and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. For purposes of this Agreement, "Leases" means all current leases of any one or more railcars included in the Equipment and all other contracts for use of any one or more railcars included in the Equipment more specifically described on Schedule 1, including, without limitation, all extensions, renewals, supplements and modifications of any of the foregoing. If any of the Leases (including, without limitation, any master lease) shall include both Equipment and railcars not part of the Equipment, then such Leases shall be subject to this Agreement only to the extent they cover Equipment; and for purposes of this Agreement, the term Lease shall mean a lease (including without limitation, the provisions of any master lease) only insofar as such lease applies to Equipment subject to this Agreement.

2. Effective on the Closing Date for the Equipment (the "Equipment Closing Date"), the Seller hereby sells, transfers,

assigns, conveys, grants and sets over to the Buyer, its successors and assigns forever, all of the Seller's rights, title and interest as of the Equipment Closing Date in and to the Leases, as fully and entirely as the same would have been held and enjoyed by the Seller as if this assignment had not been made.

3. Effective on the Equipment Closing Date, the Buyer accepts, assumes, takes over and succeeds to all of the Seller's rights, title and interest as of the Equipment Closing Date in and to the Leases, and the Buyer hereby covenants and agrees to discharge, perform and comply with, and to be bound by, all the terms, conditions, provisions, obligations, covenants and duties of the Seller under the Leases (but only to the extent it relates to the period from and after the Equipment Closing Date), as if the Buyer were an original party thereto.

4. The Seller hereby covenants and agrees that, at any time and from time to time after the date hereof, at the request and expense of the Buyer, the Seller will promptly and duly execute and deliver, or cause to be executed and delivered, to the Buyer all such further instruments and take all such further action as may be reasonably requested by the Buyer to more effectively sell, transfer, assign, convey, grant and set over the Leases to the Buyer.

5. The Buyer hereby agrees that, at the request and expense of the Seller, it will hereafter execute any further assumptions or instruments of transfer or conveyance as may be reasonably requested by the Seller to assume the Leases or to release the Seller and its affiliates from their obligations under or on account of the Leases so long as such release will not prejudice the Buyer's rights, title and interest in and to the Leases.

6. This instrument shall be binding upon the Buyer and the Seller, their respective successors and assigns, for the use and purposes set forth and referred to herein, effective as of the date hereof.

7. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment and Assumption Agreement to be executed in Earth City,

Missouri, by their duly authorized officers as of this 27th day of
September, 1993.

ACF INDUSTRIES, INCORPORATED

By: *Amesh Chok*
Name:
Title: ASSISTANT TREASURER

AMERICAN CAR LINE II COMPANY

By: *Patricia Podhorn*
Name: PATRICIA PODHORN
Title: PRESIDENT

SCHEDULE 1

DESCRIPTION OF EQUIPMENT

Each of the 203 special purpose covered hopper and tank railcars with the reporting marks and road numbers and Association of American Railroads designation numbers set forth on Annex A hereto and summarized below.

ACFX	068925 - 068999
	069000 - 069078
	094961 - 094999
	095000 - 095009

DESCRIPTION OF LEASES

Each of the user leases or lease schedules or riders with the contract rider number and the named lessee set forth in Annex B hereto insofar as it relates to the covered hopper and tank railcars with the car numbers set forth on Annex B hereto.

1					
2					
3	ACFX 068925	ACFX 068926	ACFX 068927	ACFX 068928	ACFX 068929
4	ACFX 068930	ACFX 068931	ACFX 068932	ACFX 068933	ACFX 068934
5	ACFX 068935	ACFX 068936	ACFX 068937	ACFX 068938	ACFX 068939
6	ACFX 068940	ACFX 068941	ACFX 068942	ACFX 068943	ACFX 068944
7	ACFX 068945	ACFX 068946	ACFX 068947	ACFX 068948	ACFX 068949
8	ACFX 068950	ACFX 068951	ACFX 068952	ACFX 068953	ACFX 068954
9	ACFX 068955	ACFX 068956	ACFX 068957	ACFX 068958	ACFX 068959
10	ACFX 068960	ACFX 068961	ACFX 068962	ACFX 068963	ACFX 068964
11	ACFX 068965	ACFX 068966	ACFX 068967	ACFX 068968	ACFX 068969
12	ACFX 068970	ACFX 068971	ACFX 068972	ACFX 068973	ACFX 068974
13	ACFX 068975	ACFX 068976	ACFX 068977	ACFX 068978	ACFX 068979
14	ACFX 068980	ACFX 068981	ACFX 068982	ACFX 068983	ACFX 068984
15	ACFX 068985	ACFX 068986	ACFX 068987	ACFX 068988	ACFX 068989
16	ACFX 068990	ACFX 068991	ACFX 068992	ACFX 068993	ACFX 068994
17	ACFX 068995	ACFX 068996	ACFX 068997	ACFX 068998	ACFX 068999
18	ACFX 069000	ACFX 069001	ACFX 069002	ACFX 069003	ACFX 069004
19	ACFX 069005	ACFX 069006	ACFX 069007	ACFX 069008	ACFX 069009
20	ACFX 069010	ACFX 069011	ACFX 069012	ACFX 069013	ACFX 069014
21	ACFX 069015	ACFX 069016	ACFX 069017	ACFX 069018	ACFX 069019
22	ACFX 069020	ACFX 069021	ACFX 069022	ACFX 069023	ACFX 069024
23	ACFX 069025	ACFX 069026	ACFX 069027	ACFX 069028	ACFX 069029
24	ACFX 069030	ACFX 069031	ACFX 069032	ACFX 069033	ACFX 069034
25	ACFX 069035	ACFX 069036	ACFX 069037	ACFX 069038	ACFX 069039
26	ACFX 069040	ACFX 069041	ACFX 069042	ACFX 069043	ACFX 069044
27	ACFX 069045	ACFX 069046	ACFX 069047	ACFX 069048	ACFX 069049
28	ACFX 069050	ACFX 069051	ACFX 069052	ACFX 069053	ACFX 069054
29	ACFX 069055	ACFX 069056	ACFX 069057	ACFX 069058	ACFX 069059
30	ACFX 069060	ACFX 069061	ACFX 069062	ACFX 069063	ACFX 069064
31	ACFX 069065	ACFX 069066	ACFX 069067	ACFX 069068	ACFX 069069
32	ACFX 069070	ACFX 069071	ACFX 069072	ACFX 069073	ACFX 069074
33	ACFX 069075	ACFX 069076	ACFX 069077	ACFX 069078	ACFX 094961
34	ACFX 094962	ACFX 094963	ACFX 094964	ACFX 094965	ACFX 094966
35	ACFX 094967	ACFX 094968	ACFX 094969	ACFX 094970	ACFX 094971
36	ACFX 094972	ACFX 094973	ACFX 094974	ACFX 094975	ACFX 094976
37	ACFX 094977	ACFX 094978	ACFX 094979	ACFX 094980	ACFX 094981
38	ACFX 094982	ACFX 094983	ACFX 094984	ACFX 094985	ACFX 094986
39	ACFX 094987	ACFX 094988	ACFX 094989	ACFX 094990	ACFX 094991
40	ACFX 094992	ACFX 094993	ACFX 094994	ACFX 094995	ACFX 094996
41	ACFX 094997	ACFX 094998	ACFX 094999	ACFX 095000	ACFX 095001
42	ACFX 095002	ACFX 095003	ACFX 095004	ACFX 095005	ACFX 095006
43	ACFX 095007	ACFX 095008	ACFX 095009		
44					
45					
46					
47					
48					
49					
50					
51					
52					
53					
54					
55					
56					
57					

203 (ans)

NO. 510 P002

ACF TREASURY →

09/23/93 16:02

LESSEE

CAR-IDENT

DATE

DESIGNATION

RIDER

DATE

DATE

Annex B

FINA OIL AND CHEMICAL COMPANY

ACFX068979	1993/08	C214	5839	10/01/1993	09/30/1998
ACFX068980	1993/08	C214	5839	10/01/1993	09/30/1998
ACFX068981	1993/08	C214	5839	10/01/1993	09/30/1998
ACFX068982	1993/08	C214	5839	10/01/1993	09/30/1998
ACFX068983	1993/08	C214	5839	10/01/1993	09/30/1998
ACFX068984	1993/08	C214	5839	10/01/1993	09/30/1998
ACFX068985	1993/08	C214	5839	10/01/1993	09/30/1998
ACFX068986	1993/08	C214	5839	10/01/1993	09/30/1998
ACFX068987	1993/08	C214	5839	10/01/1993	09/30/1998
ACFX068988	1993/08	C214	5839	10/01/1993	09/30/1998
ACFX068989	1993/08	C214	5839	10/01/1993	09/30/1998
ACFX068990	1993/08	C214	5839	10/01/1993	09/30/1998
ACFX068991	1993/08	C214	5839	10/01/1993	09/30/1998
ACFX068992	1993/08	C214	5839	10/01/1993	09/30/1998
ACFX068993	1993/08	C214	5839	10/01/1993	09/30/1998
ACFX068994	1993/08	C214	5839	10/01/1993	09/30/1998
ACFX068995	1993/08	C214	5839	10/01/1993	09/30/1998
ACFX068996	1993/08	C214	5839	10/01/1993	09/30/1998
ACFX068997	1993/08	C214	5839	10/01/1993	09/30/1998
ACFX068998	1993/08	C214	5839	10/01/1993	09/30/1998
ACFX068999	1993/08	C214	5839	10/01/1993	09/30/1998
ACFX069000	1993/08	C214	5839	10/01/1993	09/30/1998
ACFX069001	1993/08	C214	5839	10/01/1993	09/30/1998
ACFX069002	1993/08	C214	5839	10/01/1993	09/30/1998
ACFX069003	1993/08	C214	5839	10/01/1993	09/30/1998
ACFX069004	1993/08	C214	5839	10/01/1993	09/30/1998
ACFX069005	1993/08	C214	5839	10/01/1993	09/30/1998
ACFX069006	1993/08	C214	5839	10/01/1993	09/30/1998
ACFX069007	1993/08	C214	5839	10/01/1993	09/30/1998
ACFX069008	1993/08	C214	5839	10/01/1993	09/30/1998
ACFX069009	1993/08	C214	5839	10/01/1993	09/30/1998
ACFX069010	1993/08	C214	5839	10/01/1993	09/30/1998
ACFX069011	1993/08	C214	5839	10/01/1993	09/30/1998
ACFX069012	1993/08	C214	5839	10/01/1993	09/30/1998
ACFX069013	1993/08	C214	5839	10/01/1993	09/30/1998
ACFX069014	1993/08	C214	5839	10/01/1993	09/30/1998
ACFX069015	1993/08	C214	5839	10/01/1993	09/30/1998
ACFX069016	1993/08	C214	5839	10/01/1993	09/30/1998
ACFX069017	1993/08	C214	5839	10/01/1993	09/30/1998
ACFX069018	1993/08	C214	5839	10/01/1993	09/30/1998
ACFX069019	1993/08	C214	5839	10/01/1993	09/30/1998
ACFX069020	1993/08	C214	5839	10/01/1993	09/30/1998
ACFX069021	1993/08	C214	5839	10/01/1993	09/30/1998
ACFX069022	1993/08	C214	5839	10/01/1993	09/30/1998
ACFX069023	1993/08	C214	5839	10/01/1993	09/30/1998
ACFX069024	1993/08	C214	5839	10/01/1993	09/30/1998
ACFX069025	1993/08	C214	5839	10/01/1993	09/30/1998
ACFX069026	1993/08	C214	5839	10/01/1993	09/30/1998
ACFX069027	1993/08	C214	5839	10/01/1993	09/30/1998
ACFX069028	1993/08	C214	5839	10/01/1993	09/30/1998
ACFX069029	1993/08	C214	5839	10/01/1993	09/30/1998

NO. 510 P003

ACF TREASURY →

09/23/93 16:03

LESSEE	CAR-IDENT	BUILT DATE	AAK DESIGNATION	UNITARY/ RIDER	EFFECTIVE DATE	EXPIRATION DATE
FINA OIL AND CHEMICAL COMPANY	ACFX069030	1993/08	C214	5839	10/01/1993	09/30/1998
	ACFX069031	1993/08	C214	5839	10/01/1993	09/30/1998
	ACFX069032	1993/08	C214	5839	10/01/1993	09/30/1998
	ACFX069033	1993/08	C214	5839	10/01/1993	09/30/1998
	ACFX069034	1993/08	C214	5839	10/01/1993	09/30/1998
	ACFX069035	1993/08	C214	5839	10/01/1993	09/30/1998
	ACFX069036	1993/08	C214	5839	10/01/1993	09/30/1998
	ACFX069037	1993/08	C214	5839	10/01/1993	09/30/1998
	ACFX069038	1993/08	C214	5839	10/01/1993	09/30/1998
	ACFX069039	1993/08	C214	5839	10/01/1993	09/30/1998
	ACFX069040	1993/08	C214	5839	10/01/1993	09/30/1998
	ACFX069041	1993/08	C214	5839	10/01/1993	09/30/1998
	ACFX069042	1993/08	C214	5839	10/01/1993	09/30/1998
	ACFX069043	1993/08	C214	5839	10/01/1993	09/30/1998
	ACFX069044	1993/08	C214	5839	10/01/1993	09/30/1998
	ACFX069045	1993/03	C214	5839	10/01/1993	09/30/1998
	ACFX069046	1993/08	C214	5839	10/01/1993	09/30/1998
	ACFX069047	1993/08	C214	5839	10/01/1993	09/30/1998
	ACFX069048	1993/08	C214	5839	10/01/1993	09/30/1998
	ACFX069049	1993/08	C214	5839	10/01/1993	09/30/1998
	ACFX069050	1993/08	C214	5839	10/01/1993	09/30/1998
	ACFX069051	1993/08	C214	5839	10/01/1993	09/30/1998
	ACFX069052	1993/08	C214	5839	10/01/1993	09/30/1998
	ACFX069053	1993/08	C214	5839	10/01/1993	09/30/1998
	ACFX069054	1993/08	C214	5839	10/01/1993	09/30/1998
	ACFX069055	1993/08	C214	5839	10/01/1993	09/30/1998
	ACFX069056	1993/08	C214	5839	10/01/1993	09/30/1998
	ACFX069057	1993/08	C214	5839	10/01/1993	09/30/1998
	ACFX069058	1993/08	C214	5839	10/01/1993	09/30/1998
	ACFX069059	1993/08	C214	5839	10/01/1993	09/30/1998
	ACFX069060	1993/08	C214	5839	10/01/1993	09/30/1998
	ACFX069061	1993/08	C214	5839	10/01/1993	09/30/1998
	ACFX069062	1993/08	C214	5839	10/01/1993	09/30/1998
	ACFX069063	1993/08	C214	5839	10/01/1993	09/30/1998
	ACFX069064	1993/08	C214	5839	10/01/1993	09/30/1998
	ACFX069065	1993/08	C214	5839	10/01/1993	09/30/1998
	ACFX069066	1993/08	C214	5839	10/01/1993	09/30/1998
	ACFX069067	1993/08	C214	5839	10/01/1993	09/30/1998
	ACFX069068	1993/08	C214	5839	10/01/1993	09/30/1998
	ACFX069069	1993/08	C214	5839	10/01/1993	09/30/1998
	ACFX069070	1993/08	C214	5839	10/01/1993	09/30/1998
	ACFX069071	1993/08	C214	5839	10/01/1993	09/30/1998
	ACFX069072	1993/08	C214	5839	10/01/1993	09/30/1998
	ACFX069073	1993/08	C214	5839	10/01/1993	09/30/1998
	ACFX069074	1993/08	C214	5839	10/01/1993	09/30/1998
	ACFX069075	1993/08	C214	5839	10/01/1993	09/30/1998
	ACFX069076	1993/08	C214	5839	10/01/1993	09/30/1998
	ACFX069077	1993/08	C214	5839	10/01/1993	09/30/1998
	ACFX069078	1993/08	C214	5839	10/01/1993	09/30/1998
FINA OIL AND CHEMICAL COMPANY						

NO. 510 P004

09/23/93 16:03 ACF TREASURY

LESSEE	CAR-IDENT	DATE	QUALI DESIGNATION	RAK RIDER	UNIKAL/	EFFECTIVE DATE	EXPIRATION DATE
LUBRIZOL CORPORATION THE	ACFX094961	1993/08	T104	5895		09/01/1993	08/31/1998
	ACFX094962	1993/08	T104	5895		09/01/1993	08/31/1998
	ACFX094963	1993/08	T104	5895		09/01/1993	08/31/1998
	ACFX094964	1993/08	T104	5895		09/01/1993	08/31/1998
	ACFX094965	1993/08	T104	5895		09/01/1993	08/31/1998
	ACFX094966	1993/08	T104	5895		09/01/1993	08/31/1998
	ACFX094967	1993/08	T104	5895		09/01/1993	08/31/1998
	ACFX094968	1993/08	T104	5895		09/01/1993	08/31/1998
	ACFX094969	1993/08	T104	5895		09/01/1993	08/31/1998
	ACFX094970	1993/08	T104	5895		09/01/1993	08/31/1998
LUBRIZOL CORPORATION THE							10
LYONDELL POLYMERS CORPORATION	ACFX068925	1993/08	C214	5347026		09/01/1993	08/31/1998
	ACFX068926	1993/08	C214	5347025		09/01/1993	08/31/1998
	ACFX068927	1993/08	C214	5347026		09/01/1993	08/31/1998
	ACFX068928	1993/08	C214	5347026		09/01/1993	08/31/1998
	ACFX068929	1993/08	C214	5347026		09/01/1993	08/31/1998
	ACFX068930	1993/08	C214	5347026		09/01/1993	08/31/1998
	ACFX068931	1993/08	C214	5347026		09/01/1993	08/31/1998
	ACFX068932	1993/08	C214	5347025		09/01/1993	08/31/1998
	ACFX068933	1993/08	C214	5347026		09/01/1993	08/31/1998
	ACFX068934	1993/08	C214	5347026		09/01/1993	08/31/1998
	ACFX068935	1993/08	C214	5347026		09/01/1993	08/31/1998
	ACFX068936	1993/08	C214	5347025		09/01/1993	08/31/1998
	ACFX068937	1993/08	C214	5347025		09/01/1993	08/31/1998
	ACFX068938	1993/08	C214	5347026		09/01/1993	08/31/1998
	ACFX068939	1993/08	C214	5347026		09/01/1993	08/31/1998
	ACFX068940	1993/08	C214	5347026		09/01/1993	08/31/1998
	ACFX068941	1993/08	C214	5347026		09/01/1993	08/31/1998
	ACFX068942	1993/08	C214	5347026		09/01/1993	08/31/1998
	ACFX068943	1993/08	C214	5347026		09/01/1993	08/31/1998
	ACFX068944	1993/08	C214	5347026		09/01/1993	08/31/1998
	ACFX068945	1993/08	C214	5347026		09/01/1993	08/31/1998
	ACFX068946	1993/08	C214	5347026		09/01/1993	08/31/1998
	ACFX068947	1993/08	C214	5347026		09/01/1993	08/31/1998
	ACFX068948	1993/08	C214	5347026		09/01/1993	08/31/1998
	ACFX068949	1993/08	C214	5347026		09/01/1993	08/31/1998
	ACFX068950	1993/08	C214	5347025		09/01/1993	08/31/1998
	ACFX068951	1993/08	C214	5347026		09/01/1993	08/31/1998
	ACFX068952	1993/08	C214	5347026		09/01/1993	08/31/1998
	ACFX068953	1993/08	C214	5347026		09/01/1993	08/31/1998
	ACFX068954	1993/08	C214	5347026		09/01/1993	08/31/1998
	ACFX068955	1993/08	C214	5347026		09/01/1993	08/31/1998
	ACFX068956	1993/08	C214	5347026		09/01/1993	08/31/1998
	ACFX068957	1993/08	C214	5347026		09/01/1993	08/31/1998
	ACFX068958	1993/08	C214	5347026		09/01/1993	08/31/1998
	ACFX068959	1993/08	C214	5347026		09/01/1993	08/31/1998
	ACFX068960	1993/08	C214	5347026		09/01/1993	08/31/1998
	ACFX068961	1993/08	C214	5347026		09/01/1993	08/31/1998
	ACFX068962	1993/08	C214	5347025		09/01/1993	08/31/1998
	ACFX068963	1993/08	C214	5347025		09/01/1993	08/31/1998

LESSEE	CAR-IDENT	DATE	DESIGNATION	RIDER	DATE	DATE	
LYONDELL POLYMERS CORPORATION	ACFX068964	1993/08	C214	5347026	09/01/1993	08/31/1998	
	ACFX068965	1993/08	C214	5347026	09/01/1993	08/31/1998	
	ACFX068966	1993/08	C214	5347026	09/01/1993	08/31/1998	
	ACFX068967	1993/08	C214	5347026	09/01/1993	08/31/1998	
	ACFX068968	1993/08	C214	5347026	09/01/1993	08/31/1998	
	ACFX068969	1993/08	C214	5347026	09/01/1993	08/31/1998	
	ACFX068970	1993/08	C214	5347026	09/01/1993	08/31/1998	
	ACFX068971	1993/08	C214	5347026	09/01/1993	08/31/1998	
	ACFX068972	1993/08	C214	5347026	09/01/1993	08/31/1998	
	ACFX068973	1993/08	C214	5347026	09/01/1993	08/31/1998	
	ACFX068974	1993/08	C214	5347026	09/01/1993	08/31/1998	
	ACFX068975	1993/08	C214	5347026	09/01/1993	08/31/1998	
	ACFX068976	1993/08	C214	5347026	09/01/1993	08/31/1998	
	ACFX068977	1993/08	C214	5347026	09/01/1993	08/31/1998	
	ACFX068978	1993/08	C214	5347026	09/01/1993	08/31/1998	
	LYONDELL POLYMERS CORPORATION						54
	MARSULEX INC.	ACFX094971	1993/08	T105	5896	09/01/1993	08/31/2003
ACFX094972		1993/08	T105	5896	09/01/1993	08/31/2003	
ACFX094973		1993/08	T105	5896	09/01/1993	08/31/2003	
ACFX094974		1993/08	T105	5896	09/01/1993	08/31/2003	
ACFX094975		1993/08	T105	5896	09/01/1993	08/31/2003	
ACFX094976		1993/08	T105	5896	09/01/1993	08/31/2003	
ACFX094977		1993/08	T105	5896	09/01/1993	08/31/2003	
ACFX094978		1993/08	T105	5896	09/01/1993	08/31/2003	
ACFX094979		1993/08	T105	5896	09/01/1993	08/31/2003	
ACFX094980		1993/08	T105	5896	09/01/1993	08/31/2003	
ACFX094981		1993/08	T105	5896	09/01/1993	08/31/2003	
ACFX094982		1993/08	T105	5896	09/01/1993	08/31/2003	
ACFX094983		1993/08	T105	5896	09/01/1993	08/31/2003	
ACFX094984		1993/08	T105	5896	09/01/1993	08/31/2003	
ACFX094985		1993/08	T105	5896	09/01/1993	08/31/2003	
ACFX094986		1993/08	T105	5896	09/01/1993	08/31/2003	
ACFX094987		1993/08	T105	5896	09/01/1993	08/31/2003	
ACFX094988		1993/08	T105	5896	09/01/1993	08/31/2003	
ACFX094989		1993/08	T105	5896	09/01/1993	08/31/2003	
ACFX094990		1993/08	T105	5896	09/01/1993	08/31/2003	
ACFX094991		1993/08	T105	5896	09/01/1993	08/31/2003	
ACFX094992		1993/08	T105	5896	09/01/1993	08/31/2003	
ACFX094993		1993/08	T105	5896	09/01/1993	08/31/2003	
ACFX094994		1993/08	T105	5896	09/01/1993	08/31/2003	
ACFX094995		1993/08	T105	5896	09/01/1993	08/31/2003	
ACFX094996		1993/08	T105	5896	09/01/1993	08/31/2003	
ACFX094997		1993/08	T105	5896	09/01/1993	08/31/2003	
ACFX094998	1993/08	T105	5896	09/01/1993	08/31/2003		
ACFX094999	1993/08	T105	5896	09/01/1993	08/31/2003		
ACFX095000	1993/08	T105	5896	09/01/1993	08/31/2003		
ACFX095001	1993/08	T105	5896	09/01/1993	08/31/2003		
ACFX095002	1993/08	T105	5896	09/01/1993	08/31/2003		
ACFX095003	1993/08	T105	5896	09/01/1993	08/31/2003		
ACFX095004	1993/08	T105	5896	09/01/1993	08/31/2003		

NO. 510 P006

ACF TREASURY →

09/23/93 16:03

LESSEE

CAR-IDENT DATE DESIGNATION RIDER DATE DATE

MARSULEX INC.

ACFX095005	1993/08	T105	5896	09/01/1993	08/31/2003
ACFX095006	1993/08	T105	5896	09/01/1993	08/31/2003
ACFX095007	1993/08	T105	5896	09/01/1993	08/31/2003
ACFX095008	1993/08	T105	5896	09/01/1993	08/31/2003
ACFX095009	1993/08	T105	5896	09/01/1993	08/31/2003

MARSULEX INC.

39

STATE OF MISSOURI)
) ss.:
COUNTY OF ST. LOUIS)

On this 24th day of September, 1993, before me, personally appeared Umesh Choksi to me personally known, who being by me duly sworn, says that he resides at 2031 Schoettler Valley, Chesterfield, Missouri 63017, and is Assistant Treasurer of ACF Industries, Incorporated, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.


Nancy Collins
Notary Public

NANCY COLLINS
NOTARY PUBLIC - STATE OF MISSOURI
ST. CHARLES COUNTY
MY COMMISSION EXPIRES AUG. 2, 1996

[SEAL]

STATE OF MISSOURI)
) : ss.:
COUNTY OF ST. LOUIS)

On this 24th day of September, before me personally came Patricia Podhorn, to me known, who being to me duly sworn, did depose and say that she resides at 1794 St. Peters-Cottleville Road, St. Peters, Missouri 63376, that she is the President of American Car Line II Company, the corporation described in and which executed the foregoing instrument; and that she signed her name thereto by order of the board of directors of said corporation.


Nancy Collins
Notary Public

NANCY COLLINS
NOTARY PUBLIC - STATE OF MISSOURI
ST. CHARLES COUNTY
MY COMMISSION EXPIRES AUG. 2, 1996

[SEAL]